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Attorney for Plaintiffs
TRUSTEES OF THE HAWAII
CARPENTER TRUST FUNDS

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

HAWAII CARPENTERS TRUST FUNDS, *Health & Welfare Fund by its trustees* Henry Iida, Russell Young, Audrey Hidano, Glen Kaneshige, Eric Hashizume, George Ehara, Ronald Taketa, Kyle Chock, Shayne Chung, Conrad C. Verdugo, Jr., Ralph Hoohuli, and Travis Murakami, Plaintiffs, vs. VILI MALEPE, Defendant.	CIVIL NO. COMPLAINT; SUMMONS

COMPLAINT

Plaintiffs above named, by and through their counsel, Miller Shea, and for causes of action against Defendant VILI MALEPE, allege and aver as follows:

1. Plaintiffs identified above are the trustees of the Health & Welfare Trust Fund, which is part of the Hawaii Carpenters Trust Funds (hereinafter referred to collectively as the "Trust Funds" or "Plaintiffs").

2. This action arises under the Labor-Management Relations Act, 1947, as amended, the Employee Retirement Income Security Act of 1974, and the Multiemployer Pension Plan Amendments Act of 1980, as hereinafter more fully appears. Jurisdiction is founded on questions arising thereunder and more specifically under 29 U.S.C. §§185(a), 1145, and 1132(a) and (f).

3. At all times material herein, each of the above-named Trust Funds was, and now is, an employee benefit plan organized and existing under the laws of the United States and whose principal offices are in the City and County of Honolulu, State of Hawaii. At all times herein mentioned, each of the above-named Trust Funds was, and now is, an express trust created by a written agreement subject to and pursuant to Section 302 of the Labor-Management Relations Act (29 U.S.C. §§186) and a multi-employer employee benefit plan within the meaning of the Employee Retirement Income Security Act (29 U.S.C.

§§1002).

4. The Trust Funds are informed and believe, and thereon allege, that at all relevant times herein Defendant VILI MALEPE was and is a resident of the City and County of Honolulu, State of Hawaii.

5. During all relevant times herein, Plaintiffs are responsible for the collection, accounting, management and distribution of employer contributions and employee benefits pursuant to a Collective Bargaining Agreement ("CBA") executed by Defendant Malepe' employer.

6. During all relevant times herein, Defendant Malepe was an employee eligible under the CBA as a participant for benefits from the Health and Welfare Fund of the Hawaii Carpenters Trust Funds.

7. On information and belief, Defendant Malepe was married to Deja-Lene Carol PK Malepe and said spouse received medical benefits from Plaintiffs as a dependent of Defendant Malepe.

8. Pursuant to the rules and regulations of the Hawaii Carpenters Health & Welfare Fund, a participant's dependent is eligible for health coverage under the plan. However, the rules and regulations provide that coverage for participant's spouse terminates upon the dissolution of the marriage (page 49 of the Summary Plan Description).

The rules and regulations also specifically state:

> "You must inform the Fund, in writing, if a dependent ceases to be eligible for benefits on or before the first day of the month following the month in which eligibility ceased. If you fail to inform the Fund of the dependent's ineligibility, and the plan makes payments for services to the ineligible dependent, you must reimburse the plan for the amount of such payments."

[Emphasis added.]

9. On May 22, 2014, Defendant Malepe informed the Trust Funds that he had divorced his then-spouse, Deja-Lene Carol PK Malepe. However, after repeated requests by the Trust Funds, on December 17, 2014 Defendant Malepe finally provided the Trust Funds with the Decree Granting Absolute Divorce which confirmed that Defendant Malepe' final divorce was filed on September 11, 2012, well over one year before advising the Trust Funds of said divorce.

10. The Trust Funds subsequently investigated whether benefits had been paid to Defendant Malepe' ex-spouse after his September 11, 2012 divorce. On February 2, 2015, Defendant Malepe was advised in writing that his ex-spouse, Deja-Lene Carol PK Malepe, utilized the plan after his divorce but before he notified the plan of the divorce during the period of September 11, 2012 through December 17, 2014. The total cost of benefits paid out on behalf of Defendant Malepe' ex-spouse was $17,418.50.

11. The Trust Funds investigated whether Defendant Malepe' ex-

spouse had other medical coverage which could reimburse the Trust Funds for the benefits paid by it on behalf of Defendant Malepe' ex-spouse. The Trust Funds were unable to locate any other medical coverage for Deja-Lene Carol PK Malepe during the September 11, 2012 through December 17, 2014 period from which the Trust Funds might recover reimbursement for benefits paid during this period.

12. On February 2, 2015 and March 4, 2015, the Trust Funds again requested Defendant Malepe reimburse the Trust Funds in the amount of $17,418.50 which was paid on behalf of his ex-spouse during the period in which she was not eligible for benefits. Defendant Malepe has refused to reimburse the Trust Funds for these expenses.

13. Based on the foregoing, the Trust Funds have been damaged in the amount of $17,418.50, plus interest, and such further amounts as may be proven at trial or hearing on proof.

14. It has been necessary for the Trust Funds to engage counsel for the purpose of collecting amounts owed to them and for reimbursement of benefits paid, the Trust Funds are entitled to reasonable attorneys' fees and costs in connection therewith pursuant to the CBA and 29 U.S.C. §1132(g).

WHEREFORE, the Trust Funds pray for judgment against Defendants as follows:

(a) That the Trust Funds recover from Defendant the principal sum of $17,418.50 and such further amounts as may be proven at trial or hearing on proof.

(b) That the Trust Funds recover from Defendant such additional amounts as may, by proof, be shown to be due and owing at the time of trial or hearing on proof.

(c) That the Trust Funds recover from Defendant their costs of court, disbursements and reasonable attorneys' fees.

(d) That the Trust Funds have such further and additional relief as the Court deems just and proper.

DATED: Honolulu, Hawaii, November 28, 2016.

/s/ Jeffrey P. Miller

JEFFREY P. MILLER
Attorney for Plaintiffs
TRUSTEES OF THE HAWAII
CARPENTERS TRUST FUNDS